

# HOGAN & HARTSON

PETER F. ROUSSELOT  
PARTNER

DIRECT DIAL (202) 637-5720

COLUMBIA SQUARE  
555 THIRTEENTH STREET NW  
WASHINGTON DC 20004-1109  
(202) 637-5600

17837  
RECORDATION NO. FILED 1423

JUN 30 1992 -12 12 PM

INTERSTATE COMMERCE COMMISSION June 30, 1992

The Honorable Sydney L. Strickland  
Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423  
ATTN: Mrs. Mildred Lee

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed and one notarized photostatic copy of the following documents:

1. Equipment Lease Agreement (L-2N), dated as of June 30, 1992, between The Connecticut National Bank as Owner Trustee and Union Tank Car Company;
2. Trust Indenture And Security Agreement (L-2N), dated as of June 30, 1992, between The Connecticut National Bank as Owner Trustee and NationsBank of South Carolina, National Association as Indenture Trustee; and
3. Indenture Supplement (L-2N).

Also enclosed is a check in the amount of \$48.00 payable to the order of the Interstate Commerce Commission, covering the required recordation fee.

Kindly return one stamped photostatic copy of the enclosed documents, as well as a stamped photostatic copy of this letter to Sheila Glancy, Esq., Neal Gerber & Eisenberg, Two North LaSalle Street, Suite 2200, Chicago, IL 60602.

The names and addresses of the aforementioned parties to the enclosed documents are:

- Union Tank Car Company  
Attention: Stephen G. Dinsmore  
111 West Jackson Boulevard  
Chicago, IL 60604

17837-A  
RECORDATION NO. FILED 1423

JUN 30 1992 -12 12 PM  
INTERSTATE COMMERCE COMMISSION

BRUSSELS  
LONDON  
PARIS  
PRAGUE  
WARSAW

BALTIMORE, MD  
BETHESDA, MD  
McLEAN, VA

2-182A025

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RECORDATION NO. FILED 1423  
JUN 30 1992 -12 12 PM  
INTERSTATE COMMERCE COMMISSION

MOTOR OPERATOR'S USE  
JUN 30 11 57 AM '92

HOGAN & HARTSON

Mr. Sydney L. Strickland  
June 30, 1992  
Page 2

- The Connecticut National Bank  
Attention: Corporate Trust Administration  
777 Main Street  
Hartford, CT 06115
- NationsBank of South Carolina, National Association  
Attention: Corporate Trust Administration  
1901 Main Street  
Columbia, SC 29222

A description of the railroad equipment covered by the enclosed documents is set forth in Indenture Supplement No. 1 (L-2N).

Please feel free to contact me with any questions which you may have concerning the above.

Sincerely,



Peter F. Rousselot  
Attorney for  
Union Tank Car Company

Enclosures

cc: Patrick M. Raher  
Sheila A. Glancy

5094S

17837 B  
RECORDATION NO. \_\_\_\_\_ FILED 1425  
JUN 30 1992 4 10 PM  
INTERSTATE COMMERCE COMMISSION

## INDENTURE SUPPLEMENT

NO. 1

(UTC Trust No. 1992-A)  
(L-2N)

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Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on June \_\_, 1992 at \_\_\_\_ [a.m./p.m.], Recordation Number \_\_\_\_ and deposited in the Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on June \_\_, 1992.

## INDENTURE SUPPLEMENT NO. 1

Indenture Supplement No. 1, dated June 30, 1992, between THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement (L-2N), dated as of June 24, 1992 (the "Trust Agreement") between the Owner Trustee and the Owner Participant named therein, and NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION, a national banking association, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (L-2N), dated as of June 30, 1992 (together with all amendments and supplements heretofore entered into, the "Indenture"), among the Owner Trustee and the Indenture Trustee.

### W I T N E S S E T H:

WHEREAS, the Indenture provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Equipment with respect to which the Equipment Notes issued under the Indenture and hereunder relate, by having attached thereto a copy of the applicable Lease Schedules, and shall specifically submit such Units of Equipment to the Lien of the Indenture and this Indenture Supplement; and

WHEREAS, the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto as Exhibit A and made a part hereof, and a counterpart of the Indenture is incorporated by reference herein and made a part hereof to the same effect as if such Indenture were set forth herein;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, Make-Whole Amount, if any, and interest on the Equipment Notes from time to time Outstanding under the Indenture (including those Outstanding under this Indenture Supplement) and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of such Equipment Notes, subject to the terms and conditions of the Indenture and this Indenture Supplement, and in consideration of the premises and of the covenants contained in this Indenture Supplement and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has granted, bargained, sold, assigned, transferred, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, pledge, mortgage, and confirm, the property comprising the Units described in the copy of the Lease Schedule attached hereto as Exhibit A and (ii) has granted, bargained, sold, assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease and the Lease Supplement relating hereto and all Rent thereunder, including, without limitation, all amounts of Basic Rent, Supplemental Rent and payments of any kind (including, without limitation, Stipulated Loss Value and Termination Value) required to be

made by the Lessee thereunder with respect to such Equipment, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes (excluding, however, any rights to Excepted Property thereunder and subject always to Section 8.9 of the Indenture).

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

It is the intention of the parties hereto that all Equipment Notes issued and Outstanding under the Indenture rank on a parity with each other Equipment Note and that, as to each other Equipment Note, they be secured equally and ratably by the collateral described herein, without preference, priority or distinction of any one thereof over any other by reason of difference in time of issuance or otherwise.

The Equipment Notes issued under this Indenture Supplement shall be designated as 1992 Equipment Notes L-2N-A. The Equipment Notes shall be substantially in the form set forth in Exhibit A to the Indenture. The Equipment Notes issued under this Indenture Supplement shall be dated the date of issuance thereof, shall be issued in the maturities and principal amounts and shall bear interest as specified in Exhibit B hereto. The principal of each Equipment Note shall be payable in installments, on each Installment Payment Date and the final maturity date, in amounts equal to the Installment Payment Amount for each such Installment Payment Date and final maturity date.


This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and each is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee and the Indenture Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

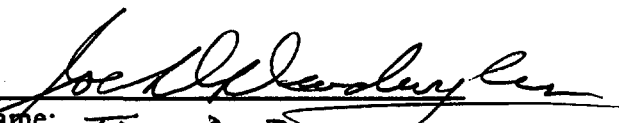
AND FURTHER, the Owner Trustee hereby acknowledges that the Units of Equipment referred to in the aforesaid Lease Schedule attached hereto and made a part hereof have been delivered to the Owner Trustee and are included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, The Connecticut National Bank, as the Owner Trustee and NationsBank of South Carolina, National Association, as the Indenture Trustee, have caused this Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity,  
but solely as Owner Trustee

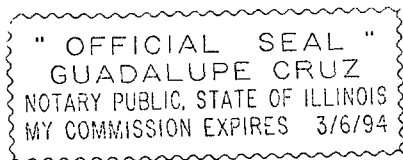
By   
Name: PHILIP G. KANE, JR.  
Title: VICE PRESIDENT

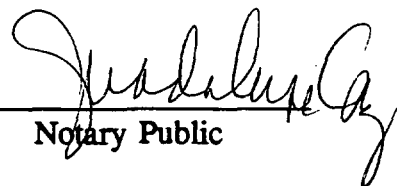
NATIONSBANK OF SOUTH CAROLINA,  
NATIONAL ASSOCIATION,  
as Indenture Trustee

By   
Name: JOE D. DEBOUYER  
Title: SR. VICE PRES.

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 30th day of June, 1992, before me personally appeared Joe D. Deadwyler, to me personally known, who being by me duly sworn, said that he is a Senior V.P. of NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



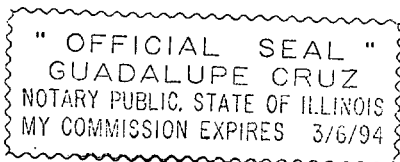
  
Notary Public

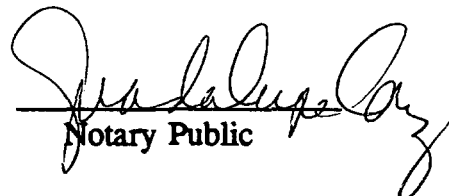
[NOTARIAL SEAL]

My commission expires: 3/6/94

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 30th day of June, 1992, before me personally appeared Philip G. Kane<sup>Jr.</sup>, to me personally known, who being by me duly sworn, said that he is Vice President of THE CONNECTICUT NATIONAL BANK, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/6/94

LEASE SUPPLEMENT NO. 1 (L-2N)  
(UTC Trust No. 1992-A)

LEASE SUPPLEMENT NO. 1 (L-2N) (UTC Trust No. 1992-A) dated June 30, 1992 (this "Lease Supplement") between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and UNION TANK CAR COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (L-2N) (UTC Trust No. 1992-A) dated as of June 30, 1992 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date, the Lessee shall deliver to the Owner Trustee a Bill of Sale dated such date by which the Lessee bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and the Owner Trustee purchases and accepts from the Lessee, the Units to be conveyed on the Closing Date, and said Bill of Sale has been delivered by the Lessee and accepted by the Owner Trustee on the Closing Date; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.



3. Warranty. The Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Equipment Cost, etc. The Equipment Cost of each of the Units leased hereunder is as set forth on Schedule 1 to the Participation Agreement. The Basic Rent, Stipulated Loss Values, Termination Values and EBO Price applicable in respect of the Units are set forth, respectively, on Schedules 3, 4, 5 and 8 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 30, 1992", the "Lease Agreement, dated as of June 30, 1992", or the "Lease, dated as of June 30, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in the City of Evanston, State of Illinois, on the day and year first above written.

**LESSOR:**

THE CONNECTICUT NATIONAL BANK, not  
in its individual capacity, but  
solely as Owner Trustee

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PHILIP G. KANE, JR.  
VICE PRESIDENT

**LESSEE:**

UNION TANK CAR COMPANY

By: 

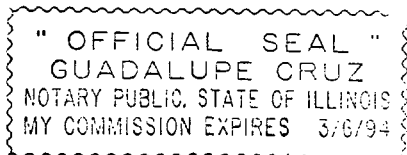
Name: \_\_\_\_\_

Title: \_\_\_\_\_

S.G. DINSMORE  
VICE PRESIDENT

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF COOK        )

On this 29th of June, 1992, before me personally appeared in the City of Evanston, State of Illinois, P. G. KANE, Jr, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of THE CONNECTICUT NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



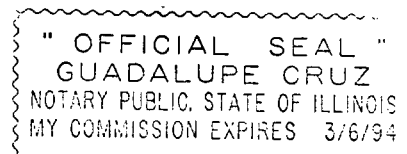
[NOTARIAL SEAL]

Guadalupe Cruz  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF COOK        )

On this 29th day of June, 1992, before me personally appeared in the City of Evanston, State of Illinois, SG DIUSMOKE, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of UNION TANK CAR COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[NOTARIAL SEAL]

Guadalupe Cruz  
Notary Public

My commission expires: \_\_\_\_\_

## DESCRIPTION OF EQUIPMENT L-2N

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
COVERED HOPPER CARS 3,000 CU.FT.						
JUN 1991	3	UNPX	127012	C712	LO ALUM	
JUN 1991	3	UNPX	127013	C712	LO ALUM	
JUN 1991	3	UNPX	127014	C712	LO ALUM	
JUN 1991	3	UNPX	127015	C712	LO ALUM	
JUN 1991	3	UNPX	127016	C712	LO ALUM	
JUN 1991	3	UNPX	127017	C712	LO ALUM	
JUN 1991	3	UNPX	127018	C712	LO ALUM	
JUN 1991	3	UNPX	127019	C712	LO ALUM	
JUN 1991	3	UNPX	127020	C712	LO ALUM	
JUN 1991	3	UNPX	127021	C712	LO ALUM	
JUN 1991	3	UNPX	127022	C712	LO ALUM	
JUN 1991	3	UNPX	127023	C712	LO ALUM	
JUN 1991	3	UNPX	127024	C712	LO ALUM	
JUN 1991	3	UNPX	127025	C712	LO ALUM	
JUN 1991	3	UNPX	127026	C712	LO ALUM	
JUN 1991	3	UNPX	127027	C712	LO ALUM	
JUN 1991	3	UNPX	127028	C712	LO ALUM	
JUN 1991	3	UNPX	127029	C712	LO ALUM	
JUN 1991	3	UNPX	127030	C712	LO ALUM	
JUN 1991	3	UNPX	127031	C712	LO ALUM	
JUN 1991	3	UNPX	127032	C712	LO ALUM	
JUN 1991	3	UNPX	127033	C712	LO ALUM	
JUL 1991	3	UNPX	127034	C712	LO ALUM	
JUL 1991	3	UNPX	127035	C712	LO ALUM	
JUL 1991	3	UNPX	127036	C712	LO ALUM	
JUL 1991	3	UNPX	127037	C712	LO ALUM	
JUL 1991	3	UNPX	127038	C712	LO ALUM	
JUL 1991	3	UNPX	127039	C712	LO ALUM	
JUL 1991	3	UNPX	127040	C712	LO ALUM	
JUL 1991	3	UNPX	127041	C712	LO ALUM	
JUL 1991	3	UNPX	127042	C712	LO ALUM	
AUG 1991	3	UNPX	127043	C712	LO ALUM	
AUG 1991	3	UNPX	127044	C712	LO ALUM	
AUG 1991	3	UNPX	127045	C712	LO ALUM	
AUG 1991	3	UNPX	127046	C712	LO ALUM	
AUG 1991	3	UNPX	127047	C712	LO ALUM	
AUG 1991	3	UNPX	127048	C712	LO ALUM	
AUG 1991	3	UNPX	127049	C712	LO ALUM	
AUG 1991	3	UNPX	127050	C712	LO ALUM	
AUG 1991	3	UNPX	127051	C712	LO ALUM	
AUG 1991	3	UNPX	127052	C712	LO ALUM	
AUG 1991	3	UNPX	127053	C712	LO ALUM	
AUG 1991	3	UNPX	127054	C712	LO ALUM	
AUG 1991	3	UNPX	127055	C712	LO ALUM	
AUG 1991	3	UNPX	127056	C712	LO ALUM	
SEP 1991	3	UNPX	127057	C712	LO ALUM	
AUG 1991	3	UNPX	127058	C712	LO ALUM	
AUG 1991	3	UNPX	127059	C712	LO ALUM	
OCT 1991	3	UNPX	127060	C712	LO ALUM	
OCT 1991	3	UNPX	127061	C712	LO ALUM	
OCT 1991	3	UNPX	127062	C712	LO ALUM	
OCT 1991	3	UNPX	127063	C712	LO ALUM	
OCT 1991	3	UNPX	127064	C712	LO ALUM	
OCT 1991	3	UNPX	127065	C712	LO ALUM	
OCT 1991	3	UNPX	127066	C712	LO ALUM	
OCT 1991	3	UNPX	127067	C712	LO ALUM	
OCT 1991	3	UNPX	127068	C712	LO ALUM	
OCT 1991	3	UNPX	127069	C712	LO ALUM	
OCT 1991	3	UNPX	127070	C712	LO ALUM	
OCT 1991	3	UNPX	127071	C712	LO ALUM	
OCT 1991	3	UNPX	127072	C712	LO ALUM	
OCT 1991	3	UNPX	127073	C712	LO ALUM	
OCT 1991	3	UNPX	127074	C712	LO ALUM	
OCT 1991	3	UNPX	127075	C712	LO ALUM	

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
OCT 1991	3	UNPX	127076	C712	LO ALUM	
OCT 1991	3	UNPX	127077	C712	LO ALUM	
OCT 1991	3	UNPX	127078	C712	LO ALUM	
OCT 1991	3	UNPX	127079	C712	LO ALUM	
OCT 1991	3	UNPX	127097	C712	LO ALUM	
OCT 1991	3	UNPX	127098	C712	LO ALUM	
OCT 1991	3	UNPX	127099	C712	LO ALUM	
NOV 1991	3	UNPX	127100	C712	LO ALUM	
NOV 1991	3	UNPX	127101	C712	LO ALUM	
NOV 1991	3	UNPX	127102	C712	LO ALUM	
NOV 1991	3	UNPX	127103	C712	LO ALUM	
NOV 1991	3	UNPX	127104	C712	LO ALUM	
NOV 1991	3	UNPX	127105	C712	LO ALUM	
NOV 1991	3	UNPX	127106	C712	LO ALUM	
NOV 1991	3	UNPX	127107	C712	LO ALUM	
NOV 1991	3	UNPX	127108	C712	LO ALUM	
NOV 1991	3	UNPX	127109	C712	LO ALUM	
NOV 1991	3	UNPX	127110	C712	LO ALUM	
NOV 1991	3	UNPX	127111	C712	LO ALUM	
NOV 1991	3	UNPX	127112	C712	LO ALUM	
NOV 1991	3	UNPX	127113	C712	LO ALUM	
NOV 1991	3	UNPX	127114	C712	LO ALUM	
NOV 1991	3	UNPX	127115	C712	LO ALUM	
NOV 1991	3	UNPX	127116	C712	LO ALUM	
NOV 1991	3	UNPX	127117	C712	LO ALUM	
NOV 1991	3	UNPX	127118	C712	LO ALUM	
NOV 1991	3	UNPX	127119	C712	LO ALUM	
NOV 1991	3	UNPX	127120	C712	LO ALUM	
NOV 1991	3	UNPX	127121	C712	LO ALUM	
DEC 1991	3	UNPX	127122	C712	LO ALUM	
DEC 1991	3	UNPX	127123	C712	LO ALUM	
DEC 1991	3	UNPX	127124	C712	LO ALUM	

TOTAL COVERED HOPPER  
CARS 3,000 CU.FT.:

96

**Maturity Dates, Principal Amounts and  
Interest Rates of Equipment Notes**

<b><u>Equipment Note</u></b>	<b><u>Maturity Date</u></b>	<b><u>Principal Amount</u></b>	<b><u>Interest Rate</u></b>
No. L-2N-A1	January 2, 2007	\$3,669,000	7.95%
No. L-2N-A2	July 2, 2013	\$2,069,000	8.625%

**Equipment Notes**  
**Principal Payment Dates**

Equipment Note No. L-2N-A1

Maturity Date: January 2, 2007

**Installment Payment Date**

**Installment Payment Percentage**

1/02/93	0.000000000
7/02/93	0.000000000
1/02/94	2.147548651
7/02/94	0.000000000
1/02/95	3.185053893
7/02/95	0.000000000
1/02/96	3.551378847
7/02/96	0.000000000
1/02/97	3.974876504
7/02/97	0.000000000
1/02/98	4.468496300
7/02/98	0.000000000
1/02/99	5.049372989
7/02/99	0.000000000
1/02/00	5.740665755
7/02/00	0.000000000
1/02/01	6.574466695
7/02/01	0.000000000
1/02/02	8.126019884
7/02/02	12.547721507
1/02/03	12.352148835
7/02/03	0.000000000
1/02/04	22.100763737
7/02/04	0.000000000
1/02/05	30.719822048
7/02/05	0.000000000
1/02/06	48.012499972
7/02/06	0.000000000
1/02/07	100.000000000

Equipment Notes  
Principal Payment Dates

Equipment Note No. L-2N-A2

Maturity Date: July 2, 2013

Installment Payment Date

Installment Payment Percentage

1/02/93	0.000000000
7/02/93	0.000000000
1/02/94	0.000000000
7/02/94	0.000000000
1/02/95	0.000000000
7/02/95	0.000000000
1/02/96	0.000000000
7/02/96	0.000000000
1/02/97	0.000000000
7/02/97	0.000000000
1/02/98	0.000000000
7/02/98	0.000000000
1/02/99	0.000000000
7/02/99	0.000000000
1/02/00	0.000000000
7/02/00	0.000000000
1/02/01	0.000000000
7/02/01	0.000000000
1/02/02	0.000000000
7/02/02	0.000000000
1/02/03	0.000000000
7/02/03	0.000000000
1/02/04	0.000000000
7/02/04	0.000000000
1/02/05	0.000000000
7/02/05	0.000000000
1/02/06	0.000000000
7/02/06	0.000000000
1/02/07	0.000000000
7/02/07	0.000000000
1/02/08	0.000000000
7/02/08	0.000000000
1/02/09	0.000000000
7/02/09	0.000000000
1/02/10	0.000000000
7/02/10	18.762178830
1/02/11	0.000000000
7/02/11	30.159725559
1/02/12	0.000000000
7/02/12	46.908467037
1/02/13	93.345388335
7/02/13	100.000000000



Issuance of Equipment Notes

The Equipment Notes issued hereunder shall be issued to and shall be payable to the Pass Through Trustee under each Pass Through Trust Agreement with respect to the grantor trust created thereby, in each case as set forth below:

Equipment Note

L-2N-A1  
L-2N-A2

Pass Through Trust

1992-A1  
1992-A2